

SECRET
(When Filled In)

PRECONTRACT APPROVAL RECORD (PART ONE)	SANDERS ASSOCIATES, INC. CONTRACT NO. NH-8420 AMENDMENT NO. FINAL	OSR-1725-66 Copy 2 of 3		
THIS CONTRACT APPROVAL RECORD CONTAINS A RECOMMENDATION SUBMITTED FOR CONCURRENCE OF THE UNDERSIGNED. CONCURRENCE IN THIS PRECONTRACT APPROVAL RECORD IS RECOMMENDED BY THE CONTRACTING OFFICER. BY CONCURRENCE, THE CHIEF, BUDGET AND FINANCE BRANCH, SIGNIFIES THAT SUFFICIENT FUNDS ARE AVAILABLE (NOT INCLUDING CONTINGENT & EXPOSURE) AND/OR HAVE BEEN ADJUSTED AS PROVIDED IN THIS DOCUMENT.				
TYPE OF CONTRACT				
<input type="checkbox"/> L.I. <input type="checkbox"/> F.P. REDETERM <input type="checkbox"/> CPIF <input type="checkbox"/> TECH REP <input type="checkbox"/> DEFINITIZED <input type="checkbox"/> FPIP <input type="checkbox"/> T&M <input type="checkbox"/> FISCAL YEAR <input type="checkbox"/> F.P. <input checked="" type="checkbox"/> CPFF <input type="checkbox"/> CALL TYPE				
FINANCIAL DATA				
CONTRACT VALUE \$ 116,761,27	PREVIOUS OBLIGATION - PRIOR FY \$ 117,600	PREVIOUS OBLIGATION - CURRENT FY \$ -0-		
OBLIGATION BY THIS DOCUMENT				
DESCRIPTION, PROGRAM OR LINE ITEM	FISCAL YEAR	PROJECT	AMOUNT	
3160-1123-6000 (OEL)	1963	For OEL	\$ (838.73) CR	
TOTAL THIS OBLIGATION →			\$ (838.73) CR	
CONTINGENT UPON AVAILABILITY OF FUNDS				
EXPOSURE LIABILITY				
RATE	DATE	RATE	DATE	
CPFF O/H RATES FIXED THRU		PRICING FORMULA FIXED THRU		
T&M RATES FIXED THRU		TECH REP RATES FIXED THRU		
NEGOTIATOR APPROVAL		CD RECORDATION		
SIGNED	DATE 4/25/66	SIGNED	DATE 4/25/66	
PRECONTRACT CONCURRENCES				
UNIT	TYPED NAME	SIGNATURE	DATE	
CONTRACTING OFFICER	[Signature Box]	SIGNED	5/2/66	
BUDGET & FINANCE		SIGNED	5/4/66	
GENERAL COUNSEL		SIGNED	5/2/66	
TECHNICAL REPRESENTATIVE				
TECHNICAL REPRESENTATIVE				
CONTRACT SIGNATURE (Contracting Officer)		DATE	DATE MAILED	DATE DISTRIBUTED
				4 MAY 1966

SECRET

PRECONTRACT APPROVAL RECORD
(PART TWO)

CONTRACT

The services and equipment being procured by this Contract No. NH-8420 are in furtherance of the National Defense

Program(s), the nature of which cannot be publicly disclosed for security reasons. The Contracting Officer therefore determines that this procurement must be accomplished by negotiations pursuant to the authority of Section 3(a) of PL 81-110 and Class Determination and Finding, OXC 2122, signed by the DDCI on 15 October 1961.

Certification of funds for this contract will be handled under the procedure approved by the Director of Central Intelligence on 15 December 1956 which, in effect, results in all covert expenses involving issuance of Treasury Checks being accumulated in a separate account within the Finance Division. The amounts in this account will be periodically scheduled for certification of the vouchers by the Director. This procedure eliminates the necessity for a separate certification of authority under Section 8(b) of Public Law 110, 81st Congress (formerly 10(b) - see 85-507 dated 7/7/58) for each contract.

The following comments describe the procurement hereby effected, the terms and provisions generally of this contract/amendment, and a resume of major issues negotiated:

The final cost and property audit of the contract has been completed and a report thereon has been submitted to the undersigned. There was no residual inventory of Government-owned property as a result of the performance of work under the contract. The Auditor has recommended for acceptance total cost in the amount of \$106,161.27. This cost together with the approved fixed-fee of \$10,600 results in a final approved contract price of \$116,761.27.

In connection with this settlement there are attached the following documents:

Audit Report #A-75-66, OSA-1184-66

Contractor's Release

Contractor's Assignment of Refunds, Rebates, Credits and other amounts

All work and services required under the contract have been satisfactorily performed. The Contractor has submitted a "Report of Inventions and Subcontracts" pursuant to the Patent Rights clause of the contract and a Report of Royalties. Since indirect costs audited and accepted under the contract are based on final rates approved by DCAA, the contract will not be amended pursuant to Clause 29 (d) to set forth these approved rates.

Proj: OEL
Code: 3160-1123-6000
MOR : 00 01 63
Amt : (4838.73)

SECRET

ORA-1184-66
#A-75-66

REPLY TO:
Audit Liaison Office
P. O. Box 8155
S. W. Station
Washington, D. C.

25 March 1966

SUBJECT: Advisory Report of Final Audit
Sanders Associates, Inc.
Nashua, New Hampshire
OSV Contract No. NH-8420

TO : Contracting Officer

1. This is the final audit report for subject contract dated 26 February 1963 as amended through 29 November 1963. The contract provided for

\$2,600, totaling \$117,600. Work commenced January 1963 and was physically completed in October 1963.

2. The results of audit follows:

Costs claimed	\$106,161.27
Fixed fee	<u>10,600.00</u>
Total amount audited and approved	<u>\$116,761.27</u>

Allowable costs were based on Part 2, Section IV, ASBR and other contractual terms.

3. There are no unclaimed wages, unclaimed deposits, un-presented checks or potential credits or refunds.

4. There are no known charges outstanding against the contractor for any loss, damage or destruction of Government property.

5. The contractor's contract finalization documents submitted to the auditor are attached as follows:

- a. Completion Voucher No. 15 of \$697.18
- b. Cumulative claim and reconciliation
- c. Release
- d. Assignment of Refunds, Rebates and Credits.
- e. Royalty Report
- f. Report of Inventions and Subcontracts and Patent Disclosure.

SIGNED

[Redacted Signature]

Auditor General Representative (AFR)

25X1

CONTRACTOR'S RELEASE

Contract No. NH 8420

Pursuant to the terms of Contract No. NH 8420 and in consideration of the sum of **one hundred sixteen thousand seven hundred sixty-one and 27/100** Dollars (\$ 116,761.27) which has been or is to be paid under the said contract to Sanders Associates, Inc., 95 Canal Street, Nashua, New Hampshire (hereinafter called the Contractor) or to its assignees, if any, the Contractor upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government) does remise, release, and discharge the Government, its official agents, and employees, of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said contract except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

none

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the contract, which are not known to the Contractor on the date of execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expense incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 9th day of March 1966.

Corporate Vice President.

CERTIFICATE

I, _____, certify that I am the Secretary of the corporation named as Contractor in the foregoing release; that _____ who signed said release on behalf of the Contractor was then Corporate Vice President of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

(Secretary)

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES AND CREDITSContract No. **NH 8420**

Pursuant to the terms of Contract No. **NH 8420** and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, Sanders Associates, Inc., 95 Canal Street, Nashua, New Hampshire (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable cost of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this 9th day of March 1966.

Corporate Vice President

CERTIFICATE

I, _____ certify that I am the Secretary of the corporation named as Contractor in the foregoing assignment; that _____ who signed said assignment on behalf of the Contractor was then Corporate Vice President of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its government body and is within the scope of its corporate powers.

(CORPORATE SEAL)

Secretary

ROYALTY REPORT
(Foreign and Domestic)
Form Approved
Budget Bureau No. 22-R 145
INSTRUCTIONS TO CONTRACTOR

This form is optional for use in submitting the required Royalty information in quadruplicate to the Contracting Officer . in the following manner for each separate item of royalty or license fee:

(a) **FOREIGN:** When used in connection with reporting royalties pursuant to contracts in excess of \$50,000, containing the "Reporting of Royalties (Foreign)" clause, items 1 through 13 should be completed. If royalties have not been paid or are not to be paid directly to others in the performance of the contract specified in item 2 below, complete only items 1, 2, and 13. This report shall be furnished as soon as possible after execution of the contract but in any event prior to final payment.

(b) **DOMESTIC:** (1) When used to furnish the information required by ASPR 9-110, items 1 through 12 shall be completed. (2) When used as the separate schedule required by footnote 10, DD Form 633, Cost and Price Analysis, by paragraph (p) of the Specific Instructions of DD Form 784, Cost Analysis For Contract Price Redetermination, or by footnote 6 of DD Form 1107, Change Order Price Analysis, items 1 through 12 shall be completed.

1. NAME AND ADDRESS OF CONTRACTOR Sanders Associates, Inc. 95 Canal Street Nashua, New Hampshire				2. CONTRACT NUMBER NH 8420	
				3. CONTRACT TYPE (Check one)	
				<input checked="" type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> FIXED PRICE	
4. NAME AND ADDRESS OF LICENSOR none				5. DATE OF LICENSE AGREEMENT none	
6. PATENT NUMBER, PATENT APPLICATION SERIAL NUMBERS OR OTHER BASIS ON WHICH THE ROYALTY IS PAYABLE none					
7. BRIEF DESCRIPTION, INCLUDING ANY PART OR MODEL NUMBERS OF THE CONTRACT ITEM OR COMPONENT ON WHICH THE ROYALTY IS PAYABLE none					
COMPUTATION OF ROYALTIES					12. TOTAL NUMBER OF LICENSORS UNDER THE CONTRACT none
8. PERCENTAGE OR DOLLAR RATE OR ROYALTY PER UNIT none	9. UNIT PRICE OF THE PARTS, ITEMS, OR COMPONENTS DESCRIBED IN 7 none	10. NUMBER OF UNITS none	11. TOTAL DOLLAR AMOUNT OF ROYALTIES none		

CERTIFICATION (FOREIGN ONLY)

CONTRACTOR CERTIFIES, IF ITEMS 3 THROUGH 12 HAVE NOT BEEN COMPLETED, THAT ROYALTIES HAVE NOT BEEN PAID AND ARE NOT TO BE PAID IN CONNECTION WITH THE PERFORMANCE OF THE ABOVE IDENTIFIED CONTRACT. CONTRACTOR CERTIFIES THAT ITEMS 4 THROUGH 12, IF COMPLETED, AND ALL ATTACHMENTS REQUIRED FOR SUCH ITEMS ARE TRUE AND CORRECT AS TO PAST TRANSACTIONS AND REPRESENT CONTRACTOR'S BEST ESTIMATE AS TO FUTURE TRANSACTIONS INCLUDED IN THIS REPORT.

9 March 1966
 DATE

Contract Administrator
 NAME AND TITLE OF AUTHORIZED OFFICIAL (Print or type)

DD FORM 783
 1 JUL 61

REPORT OF INVENTIONS AND SUBCONTRACTS

(Pursuant to "Patent Rights" Contract Clause)

Form Approved
Budget Bureau No. 22-R160

INSTRUCTIONS TO CONTRACTOR

This form may be used for INTERIM and FINAL reports, and when used shall be completed and forwarded to the Contracting Officer in triplicate.

An INTERIM report shall be submitted at least every twelve months, commencing with the date of the contract, and should include only those inventions and subcontracts for which complete information has not previously been reported.

A FINAL report shall be submitted as soon as practicable after the work under the contract is complete and shall include (a) a summary of all inventions required by the contract to be reported, including all inventions previously reported and any inventions since the last INTERIM report; and (b) any required information for subcontracts which has not previously been reported.

1. NAME AND ADDRESS OF CONTRACTOR

Sanders Associates, Inc.
95 Canal Street
Nashua, New Hampshire

2. CONTRACT NUMBER

NH 8420

3. TYPE OF REPORT (check one)

☐ a. INTERIM ☒ b. FINAL

SECTION I - INVENTIONS ("Subject Inventions" required to be reported by the "Patent Rights" clause)

4. INVENTION DATA (check one)

☐ a. THERE WERE NO INVENTIONS WHICH REASONABLY APPEAR TO BE PATENTABLE

☒ b. LISTED BELOW ARE INVENTIONS WHICH REASONABLY APPEAR TO BE PATENTABLE. ANY INVENTION DISCLOSURES WHICH HAVE NOT BEEN PREVIOUSLY SUBMITTED TO THE CONTRACTING OFFICER ARE ATTACHED TO THIS REPORT.

(i) NAME OF INVENTOR	(ii) TITLE OF INVENTION	(iii) PATENT APPLICATION SERIAL NUMBER AND CONTRACTOR'S DOCKET NO.	(iv) CONTRACTOR HAS FILED OR WILL FILE U.S. PATENT APPLICATION		(v) CONFIRMATORY LICENSE OR ASSIGNMENT HAS BEEN FORWARDED TO CONTRACTING OFFICER	
			YES	NO	YES	NO
Robert Church Fletcher	Frequency Measuring Technique	D-1845		X		X

SECTION II - SUBCONTRACTS (Containing a "Patent Rights" clause)

5. LISTED BELOW IS INFORMATION REQUIRED BUT NOT PREVIOUSLY REPORTED FOR SUBCONTRACTS. (If not applicable, write "None".)

(i) NAME AND ADDRESS OF SUBCONTRACTOR	(ii) SUBCONTRACT NUMBER	(iii) DATE CLAUSE FURNISHED TO CONTRACTING OFFICER	(iv) DATE SUBCONTRACT COMPLETED
none	none	none	none

SECTION III - CERTIFICATE

CONTRACTOR CERTIFIES THAT THIS REPORT OF INVENTIONS AND SUBCONTRACTS INCLUDING ANY ATTACHMENTS, IS CORRECT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE AND BELIEF.

DATE NAME AND TITLE OF AUTHORIZED OFFICIAL (Print or Type)

9 March 1966

Contract Administrator

DD FORM 862
1 NOV 55

GPO 922110